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ORDER FOR SUPPLIES OR SERVICES **SCHEDULE - CONTINUATION**

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DATE OF ORDER CONTRACT NO 10/21/2015 EP-W-14-020

ORDER NO 0064

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Contract EP-W14-020 TITLE: REACH TITLE VI (File No.: 11R-14-r4) MEDIATION

ABSTRACT: This task order provides mediation services to address a Title VI civil rights complaint concerning the regulation of swine feeding operations in North Carolina. The goal of the mediation is for the complainants and recipient to reach agreement. The EPA Office of Civil Rights under the Office of the Administrator is funding this mediation, which is expected to occur in North Carolina.

I. BACKGROUND

This mediation concerns an administrative complaint against the North Carolina Department of Environment and Natural Resources (DENR) alleging violations of Title VI of the Civil Rights Act of 1964 and the EPA's nondiscrimination regulations found at 40 Code of Federal Regulations Part 7. The EPA's Office of Civil Rights (OCR) has accepted the complaint, which was filed by Earthjustice, on behalf of North Carolina Environmental Justice Network, Rural Empowerment Association for Community Help (REACH), and Waterkeeper Alliance, Inc.

More specifically, OCR has accepted the following allegation for investigation: North Carolina DENR's regulation of swine feeding operations discriminates against African Americans, Latinos, and Native Americans on the basis of race and national origin in neighboring communities and violates Title VI and EPA's implementing regulations. OCR's Title VI investigation is on hold pending the outcome of the convening and mediation processes.

This task order provides mediation services to assist the parties in resolving issues concerning this Title VI complaint. The goal of the mediation is for the complainants and recipient to reach agreement. If the complainants and recipient reach an agreement, they will be expected to write and sign an agreement document binding them to abide by the terms of the agreement. The EPA must approve this agreement before it is executed. If they reach a mutually acceptable agreement resolving the complaint, the EPA requires that the agreement must include a term binding the complainants to withdraw their complaint as part of the agreement. The EPA will then close the Title VI complaint with prejudice, that is, the decision is final and OCR will not investigate a complaint filed by the complainants on the same grounds.

OCR is funding the mediator's time, travel, and associated expenses for this mediation, which is expected to occur in North Carolina at a location to be determined by the parties. The EPA Task Order Contracting Officer Representative will provide the contractor with additional background information on this matter after the task order workplan is approved. The initial funding for this task order covers Tasks A and B under the Scope of Work described below, which continue work begun under Task Order 2, Contract EP-W14-020. Funding will be provided for additional tasks when such tasks become necessary.

II. SCOPE OF WORK - TASKS

A. Preliminary Work

- 1. The contractor shall submit a work plan in accordance with the requirements of this contract. The workplan shall include:
 - Procedures for substitution of labor categories in the event of temporary or permanent personnel changes.
 - Outline quality assurance/quality control procedures for deliverables.
 - Information on Conflict of Interest checks for the proposed service provider.
 - Budget information by option period in projects that will be phased over a longer period of performance.
- 2. The contractor shall select a dispute resolution professional to act as mediator for this proceeding, in consultation with the Task Order Contracting Officer Representative (TOCOR), who meets the following qualifications:
 - Dispute Resolution Professional Level 3:
 - Familiarity with Tribal/state/local level implementation of EPA regulatory programs such as those mandated by the Clean Air Act; Federal Insecticide, Fungicide, and Rodenticide Act; Clean Water Act; and Comprehensive Emergency Response and Clean-Up Liability Act; and
 - Experience serving as a neutral on cases involving one or more of the following issue areas: the Title VI program, environmental justice, or complaints of discrimination.
- 3. The contractor shall meet with the EPA TOCOR to discuss substantive and procedural issues and define potentially involved interests and parties. At this meeting the EPA TOCOR shall provide more detailed information with regard to the goals and outcomes expected of the process, the parties, and background on the issues that need to be addressed through the process. The contractor shall review relevant and appropriate case files to become educated about the issues and history of the case and the parties involved. The contractor shall also review the "Frequently Asked Questions about the Use of Alternative Dispute Resolution in Resolving Title VI Complaints" document available at http://www.epa.gov/civilrights/faq-adrt6.htm. The EPA TOCOR may request that the contractor participate in an EPA-provided orientation about the agency's Title VI program.
- 4. The contractor shall be responsible for oversight of deliverables on this Task Order and shall be responsible for transmission of monthly reports and invoices as required by the contract. No monthly report will be required in months with no substantive work.
- 5. The contractor shall provide verbal or email reports at least monthly to the TOCOR on the general progress of the case.

B. Situation Assessment

- 1. In consultation with the EPA TOCOR, the contractor shall contact the parties to discuss the goals and purpose of the mediation, the technical or substantive issues involved, timing, schedule, and other parties potentially involved.
- 2. Based on the consultation with the parties, the contractor shall recommend to the parties a mediation process design including, but not limited to: timing, schedule, structure, location, needs for mediation process assistance, needs for resources and information, and suggested participants. The contractor shall keep confidential that information which parties specify as confidential.
- 3. The contractor shall assist the parties in reaching agreement on a mediation process agreement (e.g. mediation agreement formal or informal). In assisting with this task the contractor may meet with the parties in person or by telephone or may conduct meetings with some or all of the participants as appropriate within his/her professional judgment and consistent any process agreements reached by the parties.

C. Conduct of the Mediation Process

- 1. The contractor shall conduct the process according to the mediation design as accepted by the parties and identified in the mediation agreement. The contractor's work may include conference calls, individual calls, joint session meetings, individual meetings, web conferences, video conferences, or any other design accepted by the parties. The contractor may facilitate information sharing between the parties in furtherance of the resolution process. The contractor shall conduct such impasse breaking techniques as are necessary to facilitate settlement of the case. The information shared by any of the parties to the process in confidence with the mediator alone, shall be held to be confidential from any other requests for information or from any other proceedings.
- 2. At the request of the TOCOR and the parties, the contractor may provide subject matter experts in technical, scientific, economic or other fields related to the substance of the mediation. This support may include conducting research, reviews and fact analyses and making presentations to the parties. The contractor also may establish and/or maintain communication and information links such as web pages, list serves, and other methods of communication regarding the project.
- 3. At the request of the parties, the contractor may assist with drafting any agreement reached by the parties.
- 4. If the parties reach an agreement, the contractor shall facilitate sharing a draft final agreement with the EPA prior to its execution by the parties. Following EPA review of the draft final agreement, the contractor shall communicate any EPA feedback to the parties and assist them in addressing EPA comments, if necessary. The contractor shall communicate to the parties that any EPA comments must be addressed to the EPA's

satisfaction prior to executing their agreement and that the EPA requires that the agreement must include a term binding the complainants to withdraw their complaint as part of the agreement.

5. The contractor shall provide meeting facilities, equipment, supplies and support for meetings in cases where EPA or participant facilities are unavailable or inappropriate.

D. Final Report, Debrief, and Evaluation

- 1. The contractor shall furnish a draft final case report of the effort to the EPA Project Office and TOCOR. The report shall not contain any confidential or sensitive information. The contents shall include:
 - (a) A half to one page description of the case that describes the nature of the case, the parties, the process and the outcomes.
 - (b) Copies of any agreement(s) reached by the parties if the agreement(s) if public.
 - (c) If appropriate, a short section reflecting on the process and procedural lessons learned and recommendation for improvements. The contractor shall identify those activities conducted that contributed to the success of the mediation process.
 - (d) Names and addresses of the parties.

The PO and TOCOR will review the draft final report and provide comments and revisions as necessary. The contractor will prepare the final report incorporating their comments and revisions. The contractor shall provide 1 copy of the final report to the Project Officer and one copy to the Task Order Contracting Officer Representative. The final report may be transmitted in electronic form (Word format), rather than in hard copy if the TOCOR agrees

- 2. As directed by the TOCOR, the contractor shall participate in a post-process debriefing with EPA officials, including the PO, TOCOR, and OCR management and staff, to discuss lessons learned and next steps.
- 3. The contractor shall participate in the EPA Conflict Prevention and Resolution Center's case evaluation process upon request of the Project Officer by completing the mediator evaluation form and returning it as requested.

III. WORK APPROACH

A. ADR Best Practices:

The contractor shall approach this task in accordance with terms of the basic contract and according to the established norms and ethical standards of alternative dispute resolution (ADR) professionals.

Based on EPA's evaluation of a large number of ADR cases, the agency has determined that the following practices are significantly related to positive substantive, relational, and procedural outcomes from ADR cases. The contractor shall ensure that this direction is provided to ADR professionals providing services under this task order:

- Prior to the mediation or facilitation and throughout the process, the ADR professional
 shall inquire about whether individual participants have the time, financial, and logistical
 resources necessary to participate effectively in the process and -- where resources are
 inadequate -- assist them in identifying appropriate resources or in making necessary
 adjustments to the process to accommodate resource constraints.
- The ADR professional shall assist the participants in identifying the issues that are important to resolving any controversy and solutions that will address the needs shared by the participants.
- The ADR professional shall conduct the process to promote active engagement from all participants.
- The ADR professional shall explore with the participants appropriate ways to incorporate high quality and relevant information resources necessary to resolve the issues.
- To support productive dialogue and effective implementation of any agreements reached by the participants, the ADR professional shall ensure that participants have appropriate authority to make commitments on behalf of their organizations.

B. Ethical Codes of Conduct:

The contractor shall ensure that ADR professionals serving as neutral third parties under this contract receive information about and perform in accordance with ethical codes applicable to the practice of dispute resolution professionals. Relevant examples of ethical codes include those adopted by:

 the American Arbitration Association, American Bar Association, Association for Conflict Resolution: (http://www.acrnet.org/uploadedFiles/Practitioner/ModelStandardsofConductforMediatorstinal05(1)(1).pdf)

C. Confidentiality

All parties to this task order acknowledge that the confidentiality provisions of the Administrative Dispute Resolution Act, 5 U.S.C. Section 574 (ADR Act) shall govern the contractor's alternative dispute resolution activities (if any) under this task order, when activities pursuant to the task order fall within the jurisdiction of the ADR Act.

D. Contractor Representation

In gathering information or performing tasks with parties outside the EPA, the contractor will identify him/herself as a contractor to EPA, not an EPA employee.

The Contractor shall provide input or make recommendations based on the information gathered, however, decisions on all substantive issues will be made by EPA. THE CONTRACTOR SHALL NOT INTERPRET EPA POLICY ON BEHALF OF EPA NOR MAKE DECISIONS ON ITEMS OF POLICY, REGULATION OR STATUTE. THE CONTRACTOR SHALL NOT TAKE A STAND ON THE MERITS OF SUBSTANTIVE ITEMS UNDER DISCUSSION.

E. Status Notifications:

THE CONTRACTOR SHALL NOTIFY THE EPA PROJECT OFFICER AND PROGRAM OFFICE CONTACT WHEN 75% OF THE FUNDS PROVIDED HAVE BEEN EXPENDED OR WHEN FUNDING FOR LESS THAN 6 WEEKS WORK REMAINS. Notifications shall be in writing and cc to the Project Officer.

F. Task Order Procedures, Constraints and Disclaimers

If out of town travel is required to accomplish the tasks under this task order, the contractor shall obtain advance approval for that trip and its costs in writing from the TOCOR, ATOCOR and/or the PO. To the extent possible, the contractor's per diem costs shall be within allowable limits set by GSA.

This task order does not provide for provision of Government Furnished Property or Accountable Personal Property, leased items or property or IT products or services. The SOW does not include any tasks that are inherently governmental in nature or provide personal services. The SOW does not anticipate transferring or developing Confidential Business Information or Personally Identifiable Information to the contractor. This project will not involve collection of environmental data and so is not subject to needing an EPA Quality Assurance Plan. Printing shall be in accordance with limitations of the contract. This project does not involve the service provider conducting surveys, data collection or questionnaires. Development of communications products as a result of activities on this task order will be in compliance with EPA's Policy and Implementation Guide for Communications Product Development and Approval found at HTTP://www.epa.gov/productreview/guide/index.html.

The Contractor is directed to conduct Conflict of Interest checks and provide this information as a part of the Work Plan for TOCOR review and CO approval.

IV. REPORTS AND DELIVERABLES

The contractor shall send EPA all reports in accordance with the terms of the basic contract and the schedule set out below. The contractor shall provide a work plan within the schedule provided in the basic contract and set out below.

Copies of all non-confidential reports or documents shall be sent to both the PO and the TOCOR listed below.

All reports shall be provided first in draft form. Upon receipt of comment from the EPA PO and TOCOR, the contractor shall revise the report and distribute final copies as stated in the Scope of Work.

This Task Order does not require submission of reports or agreements that are deemed confidential.

Submission dates for Transmittals may be changed via written Technical Direction from the TOCOR. Submission dates for Deliverables may only be changed via modification issued by the Contracting Officer.

Schedule:

Item:	Due No Later Than:	Type:
Work Plan	10 days from T.O. issuance	Deliverable
Mediation Design Proposal (if not confidential)	Per direction of the TOCOR	Transmittal
Mediation Agreement (if not confidential)	Per direction of the TOCOR	Transmittal
Draft Final Agreement	Per direction of the TOCOR	Transmittal
Final Agreement	Per direction of the TOCOR	Transmittal
Draft final report Final final report Case/Project debriefing	3 weeks before end of PoP 1 week before end of PoP 1 week before end of PoP	Transmittal Deliverable Transmittal

V. EPA CONTACTS

EPA Task Order Contracting Officer Representative (TOCOR): William E. Hall
Conflict Prevention and Resolution Center (MC-2388A)
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Phone: 202.564.0214 Fax: 202.501.1715 Email: hall.william@epa.gov

Supervisor of TOCOR:
Jeanne Briskin, Acting Director
Conflict Prevention and Resolution Center (MC-2388A)
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Phone: 202 564 4583

Phone: 202.564.4583 Fax: 202.501.1715

Email: briskin.jeanne@epa.gov

EPA Project Officer:
Deborah Dalton/Terry Fenton
Conflict Prevention and Resolution Center (MC-2388A)
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460
Phone: (202) 564-2913/202-564-2090
Fax: (202) 501-1715

dalton.deborah@epa.gov / fenton.terry@epa.gov

VI. PERIOD OF PERFORMANCE

The period of performance of this task order shall be until March 31, 2016.

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				rice L. Cunningham		
15B CONTRA	ACTOR/OFFEROR	15C DATE SIGNED	168	UNITED STATES OF AMERICA		03/28/2016
	(Signature of person authorized to sign)			Organization of Contracting Officery		<u>/</u>
NSN 7540-01 Previous edite		•			Prescribed	NO FORM 30 (REV. 10-83) 1 by 064 (FR) 53 243

CONTINUATION CHEET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE (DF
CONTINUATION SHEET	EP-W-14-020/0064/002	2	1 2

NAME OF OFFEROR OR CONTRACTOR SRA INTERNATIONAL, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	New Total Amount for this Award: \$9,997.54				
	Maximum Potential Expiration Date changed to:				
	04/30/2016				
			1		•
	Payment:	ļ			
	RTP Finance Center]]		
	US Environmental Protection Agency				· ·
	RTP-Finance Center	1	1 1		
	Mail Drop D143-02		ll		
	109 TW Alexander Drive	1	ii		
	Durham NC 27711				
	Period of Performance: 10/21/2015 to 04/30/2016				
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